the RFEs could borrow amounts at will under the Olympus Co-Borrowing Facility, with all borrowers being jointly and severally liable for all borrowings thereunder. The RFEs contributed a disproportionately small amount of assets to the Olympus Co-Borrowing Facility, and such assets were not sufficient to secure repayment of the amounts borrowed by the RFEs. The Olympus Co-Borrowing Debtors did not receive fair value or reasonably equivalent value from the borrowings by the Rigas Family or the RFEs.

639. The Olympus Co-Borrowing Lenders' conduct in participating in the Olympus Co-Borrowing Facility was recklessly indifferent and in bad faith. The uses of the Olympus Co-Borrowing Facility by the Rigas Family occurred with the Olympus Co-Borrowing Lenders' knowledge, reckless disregard and/or consent.

640. The Olympus Co-Borrowing Lenders were initial and/or immediate or mediate transferees of the Olympus Co-Borrowing Obligations and the Olympus Co-Borrowing Security Interests. All of the Olympus Co-Borrowing Lenders received their interest in the Olympus Co-Borrowing Obligations and the Olympus Co-Borrowing Security Interests with full knowledge of all relevant facts relating to the voidability of the Olympus Co-Borrowing Facility.

641. By virtue of the foregoing, pursuant to sections 548, 550, and 551 of the Bankruptcy Code, (i) all Olympus Co-Borrowing Obligations incurred pursuant to the Olympus Co-Borrowing Facility on or within one year preceding the Petition Date, which Plaintiffs believe is not less than $500 million, should be avoided, recovered, and preserved for the benefit of the Debtors' estates; and (ii) all Olympus Co-Borrowing Security Interests securing Olympus Co-Borrowing Obligations incurred on or within one year preceding the Petition Date should be

avoided, recovered, and preserved for the benefit of the Debtors' estates, together with all interest paid in respect of the obligations avoided hereunder.

ELEVENTH CLAIM FOR RELIEF

(Avoidance and Recovery of Intentionally Fraudulent Transfers Under 11 U.S.C. §§ 544(b), 550 and 551 Against the Olympus Co-Borrowing Lenders)

642. Plaintiffs reallege paragraphs 1 through 530 and 622 through 623 as if fully set forth herein.

643. The Olympus Co-Borrowing Debtors incurred the Olympus Co-Borrowing Obligations in the approximate amount of $1.3 billion pursuant to the Olympus Co-Borrowing Facility.

644. To secure the repayment of the Olympus Co-Borrowing Obligations, the Olympus Co-Borrowing Debtors conveyed the Olympus Co-Borrowing Security Interests to the Olympus Co-Borrowing Lenders.

645. At least $751.5 million of the proceeds of the Olympus Co-Borrowing Facility were used by the Debtors and the Rigas Family for purposes benefiting solely the Rigas Family and the RFEs.

646. The incurrence of the Olympus Co-Borrowing Obligations and the grant of the Olympus Co-Borrowing Security Interests were transfers of interests of the Olympus Co-Borrowing Debtors in property.

647. The Olympus Co-Borrowing Debtors incurred the Olympus Co-Borrowing Obligations and granted the Olympus Co-Borrowing Security Interests with the actual intent to

delay, hinder and defraud any entity to which the Olympus Co-Borrowing Debtors were or became indebted, on or after the date that such obligations were incurred or such security interests were granted.

648. The Olympus Co-Borrowing Credit Agreements specifically contemplated that borrowings thereunder could be used by the Olympus Co-Borrowing Debtors or the RFEs. Each of the Olympus Co-Borrowing Debtors and the RFEs could borrow amounts at will under the Olympus Co-Borrowing Facility, and both would be jointly and severally liable for all borrowings thereunder. At the time the Olympus Co-Borrowing Obligations were incurred and the Olympus Co-Borrowing Security Interests were granted, the Olympus Co-Borrowing Debtors knew or recklessly disregarded the fact that the Olympus Co-Borrowing Debtors would receive no benefit from the amounts borrowed by the RFEs and that the RFEs would be unable to repay amounts borrowed under the Olympus Co-Borrowing Facility.

649. The Olympus Co-Borrowing Debtors knew that the RFEs contributed a disproportionately small amount of assets to the Olympus Co-Borrowing Facility, and such assets were not sufficient to secure repayment of the amounts borrowed by the RFEs.

650. In furtherance of this fraud, the Rigas Family caused the Olympus Co-Borrowing Debtors to conceal at least $751.5 million of the borrowings under the Olympus Co-Borrowing Facility from the public and creditors other than the Olympus Co-Borrowing Lenders. Thus, the Olympus Co-Borrowing Debtors knew that the incurrence of the Olympus Co-Borrowing Facility and the Olympus Co-Borrowing Security Interests would severely inhibit the Olympus Co-Borrowing Debtors' ability to repay other creditors.

651. The Olympus Co-Borrowing Lenders' conduct in participating in the Olympus Co-Borrowing Facility was recklessly indifferent and in bad faith. The uses of the Olympus Co-Borrowing Facility by the Rigas Family occurred with the Olympus Co-Borrowing Lenders' knowledge, reckless disregard and/or consent.

652. The Olympus Co-Borrowing Lenders were initial and/or immediate or mediate transferees of the Olympus Co-Borrowing Obligations and the Olympus Co-Borrowing Security Interests. All of the Olympus Co-Borrowing Lenders received their interest in the Olympus Co-Borrowing Obligations and the Olympus Co-Borrowing Security Interests with full knowledge of all relevant facts relating to the voidability of the Olympus Co-Borrowing Facility.

653. At all times relevant hereto, there were actual creditors of the Olympus Co-Borrowing Debtors holding unsecured claims allowable against the Olympus Co-Borrowing Debtors' estates within the meaning of Sections 502(d) and 544(b) of the Bankruptcy Code. These creditors, among others, have the right to void the Olympus Co-Borrowing Obligations and the Olympus Co-Borrowing Security Interests under applicable law, including, but not limited to, the laws of the Commonwealth of Pennsylvania and the States of New York, Texas, North Carolina and Illinois.

654. By virtue of the foregoing, pursuant to sections 544(b), 550, and 551 of the Bankruptcy Code, (A) (i) all Olympus Co-Borrowing Obligations should be avoided, recovered, and preserved for the benefit of the Debtors' estates, and (ii) all Olympus Co-Borrowing Security Interests securing Olympus Co-Borrowing Obligations should be avoided, recovered, and preserved for the benefit of the Debtors' estates; or, alternatively, (B) (i) all Olympus Co-Borrowing Obligations incurred for the benefit of the Rigas Family should be avoided,

recovered, and preserved for the benefit of the Debtors' estates, and (ii) all Olympus Co-Borrowing Security Interests securing Olympus Co-Borrowing Obligations incurred for the benefit of the Rigas Family should be avoided, recovered, and preserved for the benefit of the Debtors' estates, together with all interest paid in respect of the obligations avoided hereunder.

TWELFTH CLAIM FOR RELIEF

(Avoidance and Recovery of Constructively Fraudulent Transfers Under 11 U.S.C. §§ 544(b), 550 and 551 Against the Olympus Co-Borrowing Lenders)

655. Plaintiffs reallege paragraphs 1 through 530 and 622 through 623 as if fully set forth herein.

656. The Olympus Co-Borrowing Debtors incurred the Olympus Co-Borrowing Obligations in the approximate amount of $1.3 billion pursuant to the Olympus Co-Borrowing Facility.

657. To secure the repayment of the Olympus Co-Borrowing Facility, the Olympus Co-Borrowing Debtors conveyed the Olympus Co-Borrowing Security Interests.

658. The incurrence of the Olympus Co-Borrowing Obligations and the grant of the Olympus Co-Borrowing Security Interests were transfers of interests of the Olympus Co-Borrowing Debtors in property.

659. When the Olympus Co-Borrowing Debtors incurred the Olympus Co-Borrowing Obligations and granted the Olympus Co-Borrowing Security Interests, the Olympus Co-Borrowing Debtors: (i) were insolvent or were rendered insolvent, (ii) were engaged or were about to engage in business or a transaction for which any property remaining with the Olympus

Co-Borrowing Debtors was an unreasonably small capital, and/or (iii) intended to incur, or believed that they would incur, debts that would be beyond their ability to pay as such debts matured.

660. With each of the Olympus Lender's knowledge, reckless disregard and/or consent, at least $751.5 million of the proceeds of the Olympus Co-Borrowing Facility were used by the Debtors and the Rigas Family for purposes benefiting solely the Rigas Family and the RFEs. The Olympus Co-Borrowing Credit Agreements specifically contemplated that borrowings thereunder could be used by the Olympus Co-Borrowing Debtors or the RFEs. Each of the Olympus Co-Borrowing Debtors and the RFEs could borrow amounts at will under the Olympus Co-Borrowing Facility, with all borrowers being jointly and severally liable for all borrowings thereunder.

661. The RFEs contributed a disproportionately small amount of assets to the Olympus Co-Borrowing Facility, and such assets were not sufficient to secure repayment of the amounts borrowed by the RFEs.

662. The Olympus Co-Borrowing Lenders' conduct in participating in the Olympus Co-Borrowing Facility was recklessly indifferent and in bad faith. The uses of the Olympus Co-Borrowing Facility by the Rigas Family occurred with the Olympus Co-Borrowing Lenders' knowledge, reckless disregard and/or consent.

663. The Olympus Co-Borrowing Lenders were initial and/or immediate or mediate transferees of the Olympus Co-Borrowing Obligations and the Olympus Co-Borrowing Security Interests. All of the Olympus Co-Borrowing Lenders received their interest in the

Olympus Co-Borrowing Obligations and the Olympus Co-Borrowing Security Interests with full knowledge of all facts relevant to the voidability of the Olympus Co-Borrowing Facility.

664. At all times relevant hereto, there were actual creditors of the Olympus Co-Borrowing Debtors holding unsecured claims allowable against the Olympus Co-Borrowing Debtors' estates within the meaning of Sections 502(d) and 544(b) of the Bankruptcy Code. These creditors, among others, have the right to void the Olympus Co-Borrowing Obligations and the Olympus Co-Borrowing Security Interests under applicable law, including, but not limited to, the laws of the Commonwealth of Pennsylvania and the States of New York, Texas, North Carolina and Illinois.

665. By virtue of the foregoing, pursuant to sections 544(b), 550, and 551 of the Bankruptcy Code, (A) (i) all Olympus Co-Borrowing Obligations should be avoided, recovered, and preserved for the benefit of the Debtors' estates, and (ii) all Olympus Co-Borrowing Security Interests securing Olympus Co-Borrowing Obligations should be avoided, recovered, and preserved for the benefit of the Debtors' estates; or, alternatively, (B) (i) all Olympus Co-Borrowing Obligations incurred for the benefit of the Rigas Family should be avoided, recovered, and preserved for the benefit of the Debtors' estates, and (ii) all Olympus Co-Borrowing Security Interests securing Olympus Co-Borrowing Obligations incurred for the benefit of the Rigas Family should be avoided, recovered, and preserved for the benefit of the Debtors' estates, together with all interest paid in respect of the obligations avoided hereunder.

THIRTEENTH CLAIM FOR RELIEF

(Avoidance and Recovery of Intentionally Fraudulent Transfers Under 11 U.S.C. §§ 548, 550 and 551 Against Century-TCI Lenders)

666. Plaintiffs reallege paragraphs 1 through 530 as if fully set forth herein.

667. The Century-TCI Debtors borrowed from, and incurred the obligation to pay indebtedness to, the Century-TCI Lenders in the approximate amount of $1 billion pursuant to the Century-TCI Facility (the "Century-TCI Obligations").

668. To secure the repayment of the Century-TCI Obligations, the Century-TCI Debtors conveyed security interests and pledges in their respective property to the Century-TCI Lenders (the "Century-TCI Security Interests").

669. With each of the Century-TCI Lender's knowledge, reckless disregard and/or consent, at least $408 million from the Century-TCI Credit Facility was used by the Rigas Family to purchase common stock and convertible notes (the "Century-TCI Transfer") in the year preceding the Petition Date.

670. In consummating the Century-TCI Transfer, the Debtors intended to delay, hinder and defraud any entity to which the Century-TCI Debtors were or became indebted, on or after the date that the Century-TCI Transfer was incurred or the Century-TCI Security Interests for the Century-TCI Transfer were granted. The Debtors knew that the Century-TCI Transfer would benefit solely the Rigas Family.

671. The Century-TCI Obligations Lenders' conduct was recklessly indifferent and in bad faith. By virtue of their substantial participation in the Co-Borrowing Facilities, the

Century-TCI Lenders knew or recklessly disregarded the fact that the Debtors' business was suffused with fraud; that the Debtors used proceeds of the Co-Borrowing Facilities for purposes that benefited solely the Rigas Family; that the Debtors were concealing billions of dollars of their borrowings under the Co-Borrowing Facilities from other creditors; and that the Debtors were commingling the Debtors' and the Rigas Family's cash. The Century-TCI Lenders had no reasonable basis to believe that the Century-TCI Facility would not be used in furtherance of the fraud.

672. The incurrence of the Century-TCI Obligations and the Century-TCI Security Interests were transfers of interests of the Debtors in property.

673. By virtue of the foregoing, pursuant to sections 548, 550, and 551 of the Bankruptcy Code, (i) the Century-TCI Transfer should be avoided, recovered, and preserved for the benefit of the Debtors' estates; and (ii) all Century-TCI Security Interests securing the Century-TCI Transfer should be avoided, recovered, and preserved for the benefit of the Debtors' estates, together with all interest paid in respect of the obligations avoided hereunder.

FOURTEENTH CLAIM FOR RELIEF

(Avoidance and Recovery of Constructively Fraudulent Transfers Under 11 U.S.C. §§ 548, 550 and 551 Against Century-TCI Lenders)

674. Plaintiffs reallege paragraphs 1 through 530 and 667 through 669 as if fully set forth herein.

675. The Century-TCI Debtors incurred the Century-TCI Obligations in the amount of $1 billion.

676. To secure the repayment of the Century-TCI Obligations, the Century-TCI Debtors granted the Century-TCI Security Interests.

677. With each of the Century-TCI Lender's knowledge, reckless disregard and/or consent, at least $490 million from the Century-TCI Credit Facility was used to consummate the Century-TCI Transfer in the year preceding the Petition Date.

678. The Century-TCI Lenders' conduct was recklessly indifferent and in bad faith. By virtue of their substantial participation in the Co-Borrowing Facilities, the Century-TCI Lenders knew or recklessly disregarded the fact that the Debtors' business was suffused with fraud; that the Debtors used proceeds of the Co-Borrowing Facilities for purposes that benefited solely the Rigas Family; that the Debtors were concealing billions of dollars of their borrowings under the Co-Borrowing Facilities from other creditors; and that the Debtors were commingling the Debtors' and the Rigas Family's cash. The Century-TCI Lenders had no reasonable basis to believe that the Non-Co-Borrowing Facilities would not be used in furtherance of the fraud.

679. The incurrence of the Century-TCI Obligations and the Century-TCI Security Interests were transfers of interests of the Debtors in property.

680. When the Century-TCI Transfer occurred, the Century-TCI Debtors: (i) were insolvent or were rendered insolvent, (ii) were engaged or were about to engage in business or a transaction for which any property remaining with the Century-TCI Debtors was an unreasonably small capital, and/or (iii) intended to incur, or believed that they would incur, debts that would be beyond their ability to pay as such debts matured.

681. The Century-TCI Lenders were initial and/or immediate or mediate transferees of the Century-TCI Transfer and the Century-TCI Security Interests securing the Century-TCI Transfers. All of the Century-TCI Lenders received their interest in the Century-TCI Transfer with full knowledge of the facts relating to such transfers.

682. By virtue of the foregoing, pursuant to sections 548, 550, and 551 of the Bankruptcy Code, (i) the Century-TCI Transfer should be avoided, recovered, and preserved for the benefit of the Debtors' estates; and (ii) all Century-TCI Security Interests securing the Century-TCI Transfer should be avoided, recovered, and preserved for the benefit of the Debtors' estates, together with all interest paid in respect of the obligations avoided hereunder.

FIFTEENTH CLAIM FOR RELIEF

(Avoidance and Recovery of Intentionally Fraudulent Transfers Under 11 U.S.C. §§ 544(b), 550 and 551 Against Century-TCI Lenders)

683. Plaintiffs reallege paragraphs 1 through 530 and 667 through 669 as if fully set forth herein.

684. The Century-TCI Debtors incurred the Century-TCI Obligations in the amount of $1 billion.

685. To secure the repayment of the Century-TCI Obligations, the Century-TCI Debtors conveyed the Century-TCI Security Interests.

686. With each of the Century-TCI Lender's knowledge, reckless disregard and/or consent, at least $408 million of the Century-TCI Obligations were incurred for purposes that benefited solely the Rigas Family.

687. In consummating the Century-TCI Transfer, the Century-TCI Debtors intended to delay, hinder and defraud any entity to which the Century-TCI Debtors were or became indebted, on or after the date that such obligations were incurred or such security interests were granted. The Century-TCI Debtors knew or recklessly disregarded the fact that the Century-TCI Transfer would benefit solely the Rigas Family.

688. The Century-TCI Lenders' conduct was recklessly indifferent and in bad faith. By virtue of their substantial participation in the Co-Borrowing Facilities, the Century-TCI Lenders knew or recklessly disregarded the fact that the Debtors' business was suffused with fraud; that the Debtors used proceeds of the Co-Borrowing Facilities for purposes that benefited solely the Rigas Family; that the Debtors were concealing billions of dollars of their borrowings under the Co-Borrowing Facilities from other creditors; and that the Debtors were commingling the Debtors' and the Rigas Family's cash. The Century-TCI Lenders had no reasonable basis to believe that the Non-Co-Borrowing Facilities would not be used in furtherance of the fraud.

689. The incurrence of the Century-TCI Obligations and the Century-TCI Security Interests were transfers of interests of the Debtors in property.

690. The Century-TCI Lenders were initial and/or immediate or mediate transferees of the Century-TCI Transfer and the Century-TCI Security Interests securing the Century-TCI Transfer. All of the Century-TCI Lenders received their interest in the Century-TCI Transfer with full knowledge of the facts relating to such transfer.

691. At all times relevant hereto, there were actual creditors of the Century-TCI Debtors holding unsecured claims allowable against the Debtors' estates within the meaning of Sections 502(d) and 544(b) of the Bankruptcy Code. These creditors, among others, have the

right to void the Century-TCI Transfer and the Century-TCI Security Interests securing the Century-TCI Transfer under applicable law, including, but not limited to, the laws of the Commonwealth of Pennsylvania and the States of New York, Texas, North Carolina and Illinois.

692. By virtue of the foregoing, pursuant to sections 544(b), 550, and 551 of the Bankruptcy Code, (i) the Century-TCI Transfers should be avoided, recovered, and preserved for the benefit of the Debtors' estates; and (ii) all Century-TCI Security Interests securing the Century-TCI Transfer should be avoided, recovered, and preserved for the benefit of the Debtors' estates, together with all interest paid in respect of the obligations avoidesd hereunder.

SIXTEENTH CLAIM FOR RELIEF

(Avoidance and Recovery of Constructively Fraudulent Transfers Under 11 U.S.C. §§ 544(b), 550 and 551 Against The Century-TCI Lenders)

693. Plaintiffs reallege paragraphs 1 through 530 and 667 through 669 as if fully set forth herein.

694. The Century-TCI Debtors incurred the Century-TCI Obligations in the amount of $1 billion.

695. To secure the repayment of the Century-TCI Obligations, the Century-TCI Debtors conveyed the Century-TCI Security Interests.

696. With each of the Century-TCI Lender's knowledge, reckless disregard and/or consent, at least $408 million of the Century-TCI Obligations were incurred for purposes that benefited solely the Rigas Family.

697. When the Century-TCI Transfer occurred, the Century-TCI Debtors: (i) were insolvent or were rendered insolvent, (ii) were engaged or were about to engage in business or a transaction for which any property remaining with the Century-TCI Debtors was an unreasonably small capital, and/or (iii) intended to incur, or believed that they would incur, debts that would be beyond their ability to pay as such debts matured.

698. The Century-TCI Lenders' conduct was recklessly indifferent and in bad faith. By virtue of their substantial participation in the Co-Borrowing Facilities, the Century-TCI Lenders knew or recklessly disregarded the fact that the Debtors' business was suffused with fraud; that the Debtors used proceeds of the Co-Borrowing Facilities for purposes that benefited solely the Rigas Family; that the Debtors were concealing billions of dollars of their borrowings under the Co-Borrowing Facilities from other creditors; and that the Debtors were commingling the Debtors' and the Rigas Family's cash. The Century-TCI Lenders had no reasonable basis to believe that the Non-Co-Borrowing Facilities would not be used in furtherance of the fraud.

699. The incurrence of the Century-TCI Obligations and the Century-TCI Security Interests were transfers of interests of the Debtors in property.

700. The Century-TCI Lenders were initial and/or immediate or mediate transferees of the Century-TCI Transfer and the Century-TCI Security Interests securing the Century-TCI Transfer. All of the Century-TCI Lenders received their interest in the Century-TCI Transfer with full knowledge of the facts relating to such transfer.

701. At all times relevant hereto, there were actual creditors of the applicable Debtors holding unsecured claims allowable against the Century-TCI Debtors' estates within the meaning of Sections 502(d) and 544(b) of the Bankruptcy Code. These creditors, among others,

have the right to void the Century-TCI Transfer and the Century-TCI Security Interests securing the Century-TCI Transfer under applicable law, including, but not limited to, the laws of the Commonwealth of Pennsylvania and the States of New York, Texas, North Carolina and Illinois.

702. By virtue of the foregoing, pursuant to sections 544(b), 550, and 551 of the Bankruptcy Code, (i) the Century-TCI Transfer should be avoided, recovered, and preserved for the benefit of the Debtors' estates and (ii) all Century-TCI Security Interests securing the Century-TCI Transfer should be avoided, recovered, and preserved for the benefit of the Debtors' estates, together with all interest paid in respect of the obligations avoided hereunder.

SEVENTEENTH CLAIM FOR RELIEF

(Avoidance and Recovery of Intentionally Fraudulent Transfers Under 11 U.S.C. §§ 544(b) and 550 Against Fleet)

703. Plaintiffs reallege paragraphs 1 through 530 as if fully set forth herein.

704. Upon information and belief, one or more of the Debtors made the following transfers to Fleet individually and/or as agent for other banks (the "Fleet Payments") on account of a debt owed by one or more RFEs:

Date	Amount
06/14/99	$157,505.17
06/14/99	$161,913.29
06/30/99	$21,303.81
06/30/99	$202,258.54
07/09/99	$156,679.11
07/09/99	$162,739.35
08/03/99	$139,021.81
08/03/99	$180,396.65
09/01/99	$152,269.48
09/01/99	$167,148.98
10/01/99	$148,602.59
10/01/99	$170,815.87

Date	Amount
11/01/99	$143,095.63
11/01/99	$176,322.83
12/01/99	$44,015.73
12/01/99	$149,398.61
12/01/99	$170,019.85
12/01/99	$405,965.93
01/03/00	$125,103.83
01/03/00	$194,314.63
01/31/00	$188,569.70
01/31/00	$200,325.63
03/01/00	$111,827.33
03/01/00	$177,068.00
03/22/00	$18,583,541.96
03/31/00	$160,614.20
03/31/00	$178,281.13
05/01/00	$150,472.40
05/01/00	$188,422.93
05/31/00	$156,388.61
05/31/00	$182,506.72
07/03/00	$147,528.03
07/03/00	$191,367.30
07/31/00	$146,882.85
07/31/00	$180,774.81
08/31/00	$149,454.86
08/31/00	$178,202.80
09/29/00	$161,869.22
09/29/00	$165,788.44
10/30/00	$151,483.11
10/30/00	$176,174.55
11/29/00	$158,142.17
11/29/00	$169,515.49
12/29/00	$159,229.30
12/29/00	$168,428.36
01/26/01	$156,692.54
01/26/01	$171,225.39
02/26/01	$152,129.31
02/26/01	$175,788.62
03/28/01	$141,651.85
03/28/01	$186,266.08
04/27/01	$197,456.04
04/27/01	$130,461.89
05/25/01	$108,915.30
05/25/01	$219,002.63
06/25/01	$111,426.03
06/25/01	$216,491.90

Date	Amount
07/26/01	$104,317.12
07/26/01	$183,726.12
08/28/01	$109,979.92
08/28/01	$178,063.32
09/28/01	$98,005.49
09/28/01	$190,037.75
10/30/01	$80,309.15
10/30/01	$207,734.09
11/30/01	$217,426.50
11/30/01	$70,616.74
12/31/01	$64,275.98
12/31/01	$223,767.26
01/31/02	$205,635.55
01/31/02	$60,581.08
03/01/02	$54,269.61
03/01/02	$211,947.02
04/01/02	$58,308.49
04/01/02	$207,908.14
05/01/02	$56,198.30
05/01/02	$210,018.33
Total	$30,572,385.13

705. Upon information and belief, the Fleet Payments were made on account of a debt owed by an RFE related to the Buffalo Sabres. The Fleet Payments were earmarked by the Debtors to pay Fleet on account of this debt.

706. The Fleet Payments were transfers of an interest of one or more of the Debtors in property.

707. The Debtors made the Fleet Payments with the actual intent to delay, hinder and defraud any entity to which the Debtors were or became indebted, on or after the date that the Fleet Payments were made. The Debtors received no consideration for the Fleet Payments. Instead, the Fleet Payments were made by the Debtors with the intent to benefit solely the Rigas Family and one or more RFEs.

708. Fleet was the initial and/or immediate or mediate transferee of the Fleet Payments.

709. At all times relevant hereto, there were actual creditors of the Debtors that made the Fleet Payments. These creditors have the right to void the Fleet Payments under applicable law, including, but not limited to, the laws of the Commonwealth of Pennsylvania and the States of New York, Texas, North Carolina and Illinois.

710. By virtue of the foregoing, pursuant to sections 544(b) and 550 of the Bankruptcy Code, the Fleet Payments should be avoided, recovered, and preserved for the benefit of the Debtors' estates.

EIGHTEENTH CLAIM FOR RELIEF
(Avoidance and Recovery of Constructively Fraudulent Transfers Under 11 U.S.C. §§ 544(b) and 550 Against Fleet)

711. Plaintiffs reallege paragraphs 1 through 530 and 704 as if fully set forth herein.

712. One or more of the Debtors made the Fleet Payments on account of a debt owed by an RFE. Upon information and belief, this debt related to the Buffalo Sabres. The Fleet Payments were earmarked by the Debtors to pay Fleet on account of this debt.

713. The Fleet Payments were transfers of an interest of one or more of the Debtors in property.

714. The Debtors made the Fleet Payments when they: (i) were insolvent or were rendered insolvent, (ii) were engaged or were about to engage in business or a transaction, for which any property remaining was an unreasonably small capital, and/or (iii) intended to incur,

or believed that they would incur, debts that would be beyond their ability to pay as such debts matured.

715. Fleet was the initial and/or immediate or mediate transferee of the Fleet Payments.

716. At all times relevant hereto, there were actual creditors of the applicable Debtors holding unsecured claims allowable against the Debtors' estates within the meaning of Sections 502(d) and 544(b) of the Bankruptcy Code. These creditors have the right to void the Fleet Payments under applicable law, including, but not limited to, the laws of the Commonwealth of Pennsylvania and the States of New York, Texas, North Carolina and Illinois.

717. By virtue of the foregoing, pursuant to sections 544(b) and 550 of the Bankruptcy Code, the Fleet Payments should be avoided, recovered, and preserved for the benefit of the Debtors' estates.

NINETEENTH CLAIM FOR RELIEF

(Avoidance and Recovery of Constructively Fraudulent Transfers Under 11 U.S.C. §§ 548 and 550 Against Fleet)

718. Plaintiffs reallege paragraphs 1 through 530 and 704 as if fully set forth herein.

719. One or more of the Debtors made the Fleet Payments on account of a debt owed by an RFE. Upon information and belief, this debt related to the Buffalo Sabres. At least $3,121,043.89 of the Fleet Payments were made on or within a year of the Petition Date.

720. Upon information and belief, the Fleet Payments were made on account of a debt owed by an RFE related to the Buffalo Sabres. The Fleet Payments were earmarked by the Debtors to pay Fleet on account of this debt.

721. The Fleet Payments were transfers of an interest of one or more of the Debtors in property.

722. The Debtors made the Fleet Payments with the actual intent to delay, hinder and defraud any entity to which the Debtors were or became indebted, on or after the date that the Fleet Payments were made. The Debtors received no consideration for the Fleet Payments. Instead, the Fleet Payments were made by the Debtors with the intent to benefit solely the Rigas Family and one or more RFEs.

723. Fleet was the initial and/or immediate or mediate transferee of the Fleet Payments.

724. By virtue of the foregoing, pursuant to sections 548 and 550 of the Bankruptcy Code, at least $3,121,043.89 of the Fleet Payments should be avoided, recovered, and preserved for the benefit of the Debtors' estates.

TWENTIETH CLAIM FOR RELIEF

(Avoidance and Recovery of Constructively Fraudulent Transfers Under 11 U.S.C. §§ 548 And 550 Against Fleet)

725. Plaintiffs reallege paragraphs 1 through 530 and 704 as if fully set forth herein.

726. One or more of the Debtors made the Fleet Payments on account of a debt owed by an RFE. Upon information and belief, this debt related to the Buffalo Sabres. The Debtors earmarked the Fleet Payments to pay Fleet on account of such debt. At least $3,121,043.89 of the Fleet Payments were made on or within a year of the Petition Date.

727. The Fleet Payments were transfers of an interest of one or more of the Debtors in property.

728. The Debtors made the Fleet Payments when they: (i) were insolvent or were rendered insolvent, (ii) were engaged or were about to engage in business or a transaction for which any property remaining was an unreasonably small capital, and/or (iii) intended to incur, or believed that they would incur, debts that would be beyond their ability to pay as such debts matured.

729. Fleet was the initial and/or immediate or mediate transferee of the Fleet Payments.

730. By virtue of the foregoing, pursuant to sections 548 and 550 of the Bankruptcy Code, at least $3,121,043.89 of the Fleet Payments should be avoided, recovered, and preserved for the benefit of the Debtors' estates.

TWENTY-FIRST CLAIM FOR RELIEF

(Avoidance and Recovery of Intentionally Fraudulent Transfers Under 11 U.S.C. §§ 544(b) and 550 Against HSBC)

731. Plaintiffs reallege paragraphs 1 through 530 as if fully set forth herein.

732. Upon information and belief, one or more of the Debtors made the following payments to HSBC, individually and/or as agent for certain other banks (the "HSBC Payments") on account of a debt owed by one or more RFEs:

Date	Amount
06/28/99	$306,503.02
06/28/99	$32,278.50
12/01/99	$615,085.56
12/01/99	$66,690.50
03/22/00	$769,264.25
03/22/00	$10,826,133.67
Total	$12,615,955.50

733. Upon information and belief, this debt related to the Buffalo Sabres. The Debtors earmarked the HSBC Payments to pay HSBC on account of this debt.

734. The HSBC Payments were transfers of an interest of one or more of the Debtors in property.

735. The Debtors made the HSBC Payments with the actual intent to delay, hinder and defraud any entity to which the Debtors were or became indebted, on or after the date that the HSBC Payments were made. The Debtors received no consideration for the HSBC Payments. Instead, the HSBC Payments were made by the Debtors with the intent to benefit solely the Rigas Family and one or more RFEs.

736. HSBC was the initial and/or immediate or mediate transferee of the HSBC Payments.

737. At all times relevant hereto, there were actual creditors of the Debtors that made the HSBC Payments. These creditors have the right to void the HSBC Payments under

applicable law, including, but not limited to, the laws of the Commonwealth of Pennsylvania and the States of New York, Texas, North Carolina and Illinois.

738. By virtue of the foregoing, pursuant to sections 544(b) and 550 of the Bankruptcy Code, the HSBC Payments should be avoided, recovered, and preserved for the benefit of the Debtors' estates.

TWENTY-SECOND CLAIM FOR RELIEF

(Avoidance and Recovery of Constructively Fraudulent Transfers Under 11 U.S.C. §§ 544(b) and 550 Against HSBC)

739. Plaintiffs reallege paragraphs 1 through 530 and 732 as if fully set forth herein.

740. Upon information and belief, one or more of the Debtors made the HSBC Payments on account of a debt owed by one or more RFEs. Upon information and belief, this debt related to the Buffalo Sabres, which was owned by an RFE. The HSBC Payments were earmarked by the Debtors to pay HSBC on account of such debt.

741. The HSBC Payments were transfers of an interest of one or more of the Debtors in property.

742. The Debtors made the HSBC Payments when they: (i) were insolvent or were rendered insolvent, (ii) were engaged or were about to engage in business or a transaction for which any property remaining was an unreasonably small capital, and/or (iii) intended to incur, or believed that they would incur, debts that would be beyond their ability to pay as such debts matured.

743. HSBC was the initial and/or immediate or mediate transferee of the HSBC Payments.

744. At all times relevant hereto, there were actual creditors of the Debtors that made the HSBC Payments. These creditors have the right to void the HSBC Payments under applicable law, including, but not limited to, the laws of the Commonwealth of Pennsylvania and the States of New York, Texas, North Carolina and Illinois.

745. By virtue of the foregoing, pursuant to sections 544(b) and 550 of the Bankruptcy Code, the HSBC Payments should be avoided, recovered, and preserved for the benefit of the Debtors' estates.

TWENTY-THIRD CLAIM FOR RELIEF

(Avoidance and Recovery of Intentionally Fraudulent Transfers Under 11 U.S.C. §§ 544(b) and 550 Against Key Bank)

746. Plaintiffs reallege paragraphs 1 through 530 as if fully set forth herein.

747. One or more of the Debtors made the following payments to Key Bank, individually and/or as agent for certain other banks (the "Key Bank Payments"):

Date	Amount
06/28/99	$104,433.13
06/28/99	$176,870.26
06/28/99	$93,650.81
06/28/99	$10,739.75
12/01/99	$91,040.39
12/01/99	$171,809.80
12/01/99	$205,016.85
12/01/99	$22,189.42
03/22/00	$3,902,444.49
Total	$4,778,194.90

748. Upon information and belief, the Key Bank Payments were made on account of debts owed by one or more RFEs related to the Buffalo Sabres. The Key Bank Payments were earmarked by the Debtors to pay Key Bank in respect of such debts.

749. The Key Bank Payments were transfers of an interest of one or more of the Debtors in property.

750. The Debtors made the Key Bank Payments with the actual intent to delay, hinder and defraud any entity to which the Debtors were or became indebted, on or after the date that the Key Bank Payments were made. The Debtors received no consideration for the Key Bank Payments. Instead, the Key Bank Payments were made by the Debtors with the intent to benefit solely the Rigas Family and one or more RFEs.

751. Key Bank was the initial and/or immediate or mediate transferee of the Key Bank Payments.

752. At all times relevant hereto, there were actual creditors of the Debtors that made the Key Bank Payments. These creditors, among others, have the right to void the Key Bank Payments under applicable law, including, but not limited to, the laws of the Commonwealth of Pennsylvania and the States of New York, Texas, North Carolina and Illinois.

753. By virtue of the foregoing, pursuant to sections 544(b) and 550 of the Bankruptcy Code, the Key Bank Payments should be avoided, recovered, and preserved for the benefit of the Debtors' estates.

TWENTY-FOURTH CLAIM FOR RELIEF

(Avoidance and Recovery of Constructively Fraudulent Transfers Under 11 U.S.C. §§ 544(b) and 550 against Key Bank)

754. Plaintiffs reallege paragraphs 1 through 530 and 747 as if fully set forth herein.

755. One or more of the Debtors made the Key Bank Payments on account of a debt owed by one or more RFEs relating to the Buffalo Sabres. The Key Bank Payments were earmarked by the Debtors to pay Key Bank in respect of such debt.

756. The Key Bank Payments were transfers of an interest of one or more of the Debtors in property.

757. The Debtors made the Key Bank Payments when they: (i) were insolvent or were rendered insolvent, (ii) were engaged or were about to engage in business or a transaction for which any property remaining was an unreasonably small capital, and/or (iii) intended to incur, or believed that they would incur, debts that would be beyond their ability to pay as such debts matured.

758. Key Bank was the initial and/or immediate or mediate transferee of the Key Bank Payments.

759. At all times relevant hereto, there were actual creditors of the Debtors that made the Key Bank Payments. These creditors have the right to void the Key Bank Payments under applicable law, including, but not limited to, the laws of the Commonwealth of Pennsylvania and the States of New York, Texas, North Carolina and Illinois.

760. By virtue of the foregoing, pursuant to sections 544(b) and 550 of the Bankruptcy Code, the Key Bank Payments should be avoided, recovered, and preserved for the benefit of the Debtors' estates.

TWENTY-FIFTH CLAIM FOR RELIEF

(Avoidance and Recovery of Intentionally Fraudulent Transfers Under 11 U.S.C. §§ 544(b) and 550 Against BNS)

761. Plaintiffs reallege paragraphs 1 through 530 as if fully set forth herein.

762. One or more of the Debtors made the following payments to BNS, individually and/or as agent for certain other banks (the "BNS Payments"):

Date	Amount
01/29/99	$915,711.27
03/01/99	$50,000.00
03/31/99	$2,059,232.18
03/31/99	$5,000,000.00
04/30/99	$1,490,402.98
04/30/99	$190,000,000.00
06/30/99	$119,075.34
07/02/99	$185,000,000.00
09/30/99	$78,561.64
09/30/99	$171,061.63
10/08/99	$245,200.00
10/08/99	$180,000,000.00
12/31/99	$133,150.68
02/16/00	$1,609,190.63
03/03/00	$50,000.00
03/31/00	$5,000,000.00
03/31/00	$701,079.17
05/15/00	$2,310,609.38
06/30/00	$621,959.72
06/30/00	$6,250,000.00
07/17/00	$1,735,551.56
09/22/00	$12,306.25
10/02/00	$565,272.92
10/02/00	$6,250,000.00
10/16/00	$2,553,829.69

Date	Amount
12/15/00	$1,662,750.00
12/29/00	$115,576.39
12/29/00	$6,250,000.00
01/02/01	$314,157.64
03/12/01	$2,391,412.50
04/20/01	$50,000.00
04/02/01	$293,058.59
04/02/01	$6,250,000.00
05/02/01	$48,572.92
06/12/01	$2,011,760.25
06/29/01	$72,389.24
06/29/01	$8,750,000.00
09/12/01	$1,624,546.45
Total	$622,756,419.02

763. The BNS Payments were made on account of debts owed by one or more RFEs. The BNS Payments were earmarked by the Debtors to pay BNS in respect of such debt.

764. The BNS Payments were transfers of an interest of one or more of the Debtors in property.

765. The Debtors made the BNS Payments with the actual intent to delay, hinder and defraud any entity to which the Debtors were or became indebted, on or after the date that the BNS Payments were made. The Debtors received no consideration for the BNS Payments. Instead, the BNS Payments were made by the Debtors with the intent to benefit solely the Rigas Family and one or more RFEs.

766. BNS was the initial and/or immediate or mediate transferee of the BNS Payments.

767. At all times relevant hereto, there were actual creditors of the Debtors that made the BNS Payments. These creditors have the right to void the BNS Payments under

applicable law, including, but not limited to, the laws of the Commonwealth of Pennsylvania and the States of New York, Texas, North Carolina and Illinois.

768. By virtue of the foregoing, pursuant to sections 544(b) and 550 of the Bankruptcy Code, the BNS Payments should be avoided, recovered, and preserved for the benefit of the Debtors' estates.

TWENTY-SIXTH CLAIM FOR RELIEF

(Avoidance and Recovery of Constructively Fraudulent Transfers Under 11 U.S.C. §§ 544(b) and 550 Against BNS)

769. Plaintiffs reallege paragraphs 1 through 530 and 762 as if fully set forth herein.

770. The BNS Payments were made on account of debts owed by one or more RFEs. The BNS Payments were earmarked by the Debtors to pay BNS in respect of such debt.

771. The BNS Payments were transfers of an interest of one or more of the Debtors in property.

772. The Debtors made the BNS Payments when they: (i) were insolvent or were rendered insolvent, (ii) were engaged or were about to engage in business or a transaction for which any property remaining was an unreasonably small capital, and/or (iii) intended to incur, or believed that they would incur, debts that would be beyond their ability to pay as such debts matured.

773. BNS was the initial and/or immediate or mediate transferee of the BNS Payments.

774. At all times relevant hereto, there were actual creditors of the Debtors that made the BNS Payments. These creditors have the right to void the BNS Payments under applicable law, including, but not limited to, the laws of the Commonwealth of Pennsylvania and the States of New York, Texas, North Carolina and Illinois.

775. By virtue of the foregoing, pursuant to sections 544(b) and 550 of the Bankruptcy Code, the BNS Payments should be avoided, recovered, and preserved for the benefit of the Debtors' estates.

TWENTY-SEVENTH CLAIM FOR RELIEF

(Avoidance and Recovery of Intentionally Fraudulent Transfers Under 11 U.S.C. §§ 548 and 550 Against BNS)

776. Plaintiffs reallege paragraphs 1 through 530 and 762 as if fully set forth herein.

777. One or more of the Debtors made the BNS Payments. At least $10,446,935.69 of the BNS Payments were made on or within the year preceding the Petition Date. The BNS Payments were earmarked by the Debtors to pay BNS in respect of such debt.

778. The BNS Payments were transfers of an interest of one or more of the Debtors in property.

779. The Debtors made the BNS Payments with the actual intent to delay, hinder and defraud any entity to which the Debtors were or became indebted, on or after the date that the BNS Payments were made. The Debtors received no consideration for the BNS Payments.

Instead, the BNS Payments were made by the Debtors with the intent to benefit solely the Rigas Family and one or more RFEs.

780. BNS was the initial and/or immediate or mediate transferee of the BNS Payments.

781. By virtue of the foregoing, pursuant to sections 544(b) and 550 of the Bankruptcy Code, at least $10,446,935.69 the BNS Payments should be avoided, recovered, and preserved for the benefit of the Debtors' estates.

TWENTY-EIGHTH CLAIM FOR RELIEF

(Avoidance and Recovery of Constructively Fraudulent Transfers Under 11 U.S.C. §§ 548 and 550 Against BNS)

782. Plaintiffs reallege paragraphs 1 through 530 and 762 as if fully set forth herein.

783. One or more of the Debtors made the BNS Payments. At least $10,446,935.69 of the BNS Payments were made on or within the year preceding the Petition Date. The BNS Payments were earmarked by the Debtors to pay BNS in respect of such debt.

784. The BNS Payments were transfers of an interest of one or more of the Debtors in property.

785. The Debtors made the BNS Payments when they: (i) were insolvent or were rendered insolvent, (ii) were engaged or were about to engage in business or a transaction for which any property remaining was an unreasonably small capital, and/or (iii) intended to incur,

or believed that they would incur, debts that would be beyond their ability to pay as such debts matured.

786. BNS was the initial and/or immediate or mediate transferee of the BNS Payments.

787. By virtue of the foregoing, pursuant to sections 544(b) and 550 of the Bankruptcy Code, at least $10,446,935.69 the BNS Payments should be avoided, recovered, and preserved for the benefit of the Debtors' estates.

TWENTY-NINTH CLAIM FOR RELIEF

(Avoidance and Recovery of Intentionally Fraudulent Transfers Under 11 U.S.C. §§ 544(b) and 550 Against CIBC)

788. Plaintiffs reallege paragraphs 1 through 530 as if fully set forth herein.

789. One or more of the Debtors made the following payments to CIBC, individually and as agent for certain other banks (the "CIBC Payments"):

Date	Amount
01/04/99	$386,511.67
01/04/99	$222,000,000.00
01/19/99	$103,000,000.00
03/15/99	$207,333.33
03/15/99	$100,000,000.00
03/31/99	$134,794.52
03/31/99	$245,029.11
04/07/99	$315,947.92
04/07/99	$262,500,000.00
04/29/99	$62,029.11
05/06/99	$110,609.05
05/06/99	$16,181.51
Total	$688,978,436.22

790. The CIBC Payments were on account of a debt of Hilton Head, an RFE. The CIBC Payments were earmarked by the Debtors to pay CIBC in respect of such debt.

791. The CIBC Payments were transfers of an interest of one or more of the Debtors in property.

792. The Debtors made the CIBC Payments with the actual intent to delay, hinder and defraud any entity to which the Debtors were or became indebted, on or after the date that the CIBC Payments were made. The Debtors received no consideration for the CIBC Payments. Instead, the CIBC Payments were made by the Debtors with the intent to benefit solely the Rigas Family and one or more RFEs.

793. CIBC was the initial and/or immediate or mediate transferee of the CIBC Payments.

794. At all times relevant hereto, there were actual creditors of the Debtors that made the CIBC Payments. These creditors have the right to void the CIBC Payments under applicable law, including, but not limited to, the laws of the Commonwealth of Pennsylvania and the States of New York, Texas, North Carolina and Illinois.

795. By virtue of the foregoing, pursuant to sections 544(b) and 550 of the Bankruptcy Code, the CIBC Payments should be avoided, recovered, and preserved for the benefit of the Debtors' estates.

THIRTIETH CLAIM FOR RELIEF

(Avoidance and Recovery of Constructively Fraudulent Transfers Under 11 U.S.C. §§ 544(b) and 550 Against CIBC)

796. Plaintiffs reallege paragraphs 1 through 530 and 789 as if fully set forth herein.

797. The CIBC Payments were made on account of debts owed by Hilton Head, an RFE. The CIBC Payments were earmarked by the Debtors to pay CIBC in respect of such debt.

798. The CIBC Payments were transfers of an interest of one or more of the Debtors in property.

799. The Debtors made the CIBC Payments when they: (i) were insolvent or were rendered insolvent, (ii) were engaged or were about to engage in business or a transaction for which any property remaining was an unreasonably small capital, and/or (iii) intended to incur, or believed that they would incur, debts that would be beyond their ability to pay as such debts matured.

800. CIBC was the initial and/or immediate or mediate transferee of the CIBC Payments.

801. At all times relevant hereto, there were actual creditors of the Debtors that made the CIBC Payments. These creditors, among others, have the right to void the CIBC Payments under applicable law, including, but not limited to, the laws of the Commonwealth of Pennsylvania and the States of New York, Texas, North Carolina and Illinois.

802. By virtue of the foregoing, pursuant to sections 544(b) and 550 of the Bankruptcy Code, the CIBC Payments should be avoided, recovered, and preserved for the benefit of the Debtors' estates.

THIRTY-FIRST CLAIM FOR RELIEF

(Avoidance and Recovery of Intentionally Fraudulent Transfers Under 11 U.S.C. §§ 548 and 550 Against the Margin Lenders)

803. Plaintiffs reallege paragraphs 1 through 530 as if fully set forth herein.

804. The Rigas Family and/or the RFEs incurred certain margin loans (the "Margin Loans") to the Margin Lenders. The Margin Loans were secured by stock and other securities owned by the Rigas Family, including securities issued by Adelphia.

805. In the year preceding the Petition Date, the Debtors made the following payments to the Margin Lenders in respect of the Margin Loans in the following amounts (the "Margin Loan Payments"):

Transferee	Date	Amount
SSB	07/12/01	$1,373,414.95
SSB	09/26/01	$6,121,277.47
SSB	10/03/01	$1,165,173.09
SSB	10/03/01	$6,380,378.00
SSB	10/09/01	$1,829,412.00
SSB	10/11/01	$1,963,150.00
SSB	10/15/01	$610,501.00
SSB	10/17/01	$8,522,889.00
SSB	10/19/01	$1,162,960.00
SSB	11/02/01	$357,891.00
SSB	11/05/01	$3,488,580.00
SSB	11/16/01	$4,127,767.00
SSB	03/28/02	$2,994,394.00
SSB	04/03/02	$10,678,982.02
SSB	04/04/02	$48,401.00
SSB	04/05/02	$5,232,869.00

Transferee	Date	Amount
SSB	04/08/02	$5,174,727.00
SSB	04/09/02	$3,750,223.00
SSB	04/10/02	$2,296,648.00
SSB	04/12/02	$145,358.00
SSB	04/17/02	$203,500.00
SSB	04/18/02	$5,494,214.00
SSB	04/19/02	$2,936,520.00
SSB	04/24/02	$959,360.00
SSB	04/26/02	$1,409,463.00
SSB	04/29/02	$755,859.00
SSB	05/10/02	$5,000,000.00
	Subtotal	$84,183,911.53
BofA	07/31/01	$714,277.78
BofA	10/05/01	$2,920,211.35
BofA	10/31/01	$622,441.93
BofA	01/28/02	$410,692.69
BofA	01/28/02	$1,764.29
BofA	02/22/02	$6,056,078.54
BofA	04/01/02	$232,551.14
BofA	04/01/02	$41,023,710.11
	Subtotal	$51,981,727.83
Goldman Sachs	08/17/01	$1,700,000.00
Goldman Sachs	08/23/01	$2,700,000.00
Goldman Sachs	08/29/01	$2,100,000.00
Goldman Sachs	09/18/01	$5,000,000.00
Goldman Sachs	09/20/01	$500,000.00
Goldman Sachs	09/21/01	$5,000,000.00
Goldman Sachs	09/25/01	$350,000.00
Goldman Sachs	09/25/01	$(350,000.00)
Goldman Sachs	09/25/01	$3,500,000.00
Goldman Sachs	09/27/01	$1,750,000.00
Goldman Sachs	10/01/01	$4,500,000.00
Goldman Sachs	10/03/01	$2,500,000.00
Goldman Sachs	11/15/01	$150,000.00
Goldman Sachs	11/19/01	$75,000.00
Goldman Sachs	02/21/02	$2,352,592.00
Goldman Sachs	02/22/02	$798,926.00
Goldman Sachs	03/28/02	$6,359,647.00
Goldman Sachs	03/29/02	$3,886,669.00
Goldman Sachs	04/02/02	$3,934,629.00
Goldman Sachs	04/03/02	$2,786,446.00
Goldman Sachs	04/04/02	$1,705,815.00

Transferee	Date	Amount
Goldman Sachs	04/05/02	$2,245,631.00
Goldman Sachs	04/12/02	$4,296,928.00
Goldman Sachs	04/15/02	$2,180,853.00
Goldman Sachs	04/22/02	$1,554,668.00
Goldman Sachs	04/23/02	$971,667.00
Goldman Sachs	04/29/02	$43,185.00
Goldman Sachs	05/09/02	$266,522.00
	Subtotal	$62,859,178.00
Deutsche Bank	03/28/02	$25,000,000.00
Deutsche Bank	03/28/02	$25,000,000.00
Deutsche Bank	04/03/02	$264,793.11
Deutsche Bank	04/03/02	$20,391.66
	Subtotal	$50,285,184.77
	Grand Total	$249,310,002.13

806. In making the Margin Loan Payments, the Debtors intended to delay, hinder and defraud any entity to which the Debtors were or became indebted, on or after the date that such payments were made. The Debtors received no consideration for the Margin Loan Payments. To the contrary, the Margin Loan Payments were made for the sole purpose of benefiting the Rigas Family.

807. The Margin Lenders knew or recklessly disregarded the fact that the Rigas Family intended to cause Adelphia to repay the Margin Loans and that Adelphia and its creditors received no consideration from the Margin Loan Payments.

808. By virtue of the foregoing, pursuant to sections 548 and 550 of the Bankruptcy Code, all Margin Loan Payments made on or within one year preceding the Petition Date should be avoided, recovered, and preserved for the benefit of the Debtors' estates.

THIRTY-SECOND CLAIM FOR RELIEF

(Violation of the Bank Holding Company Act Against the Agent Banks and the Investment Banks)

809. Plaintiffs reallege paragraphs 1 through 530 as if fully set forth herein.

810. Each of the Agent Banks is either or both of the following: (a) an insured bank as defined in section 1813(h) of title 12 of the United States Code, or (b) an institution organized under the laws of the United States, a State, the District of Columbia or any territory of the United States which both accepts demand deposits or deposits that the depositor may withdraw by check or similar means for payment to third parties or others, and is engaged in the business of making commercial loans.

811. Each of the Agent Banks is a "bank" within the meaning of sections 1841(c) and 1971 of title 12 of the United States Code.

812. Each of the Investment Banks and its affiliated Agent Bank is a subsidiary of the same bank holding company.

813. At various times herein, the Agent Banks conditioned their extensions of credit to the Debtors, and/or fixed or varied the consideration thereof, and/or otherwise required the Debtors in conjunction with the foregoing to obtain some additional credit, property, or service from a bank holding company of such bank or from, among other entities, the Investment Banks.

814. As a result of the activities of the Agent Banks, the Debtors have suffered damage.

815. Pursuant to section 1975 of title 12 of the United States Code, the Debtors are entitled to recover an amount that is three times the amount of the damages sustained in an amount to be determined at trial, plus costs and attorneys' fees.

THIRTY-THIRD CLAIM FOR RELIEF

(Equitable Disallowance of Defendants' Claims or, Alternatively, Equitable Subordination Under 11 U.S.C. § 510(c) Against all Defendants)

816. Plaintiffs reallege paragraphs 1 through 530 as if fully set forth herein.

817. As alleged herein, each of the Co-Borrowing Lenders and each of the Investment Banks engaged in wrongful conduct directed towards the Debtors and its arms-length creditors.

818. Each of the Co-Borrowing Lenders entered into the Co-Borrowing Facilities and authorized funding thereunder despite actual knowledge, or reckless disregard, of the fact that the Co-Borrowing Facilities were fraudulently structured to give the Rigas Family access to billions of dollars (for which the Co-Borrowing Debtors would remain liable), that the Rigas Family intended to, and did, use those funds for their own benefit, and that the Debtors concealed the true extent of their liabilities under the Co-Borrowing Facilities. The Co-Borrowing Lenders were similarly aware of the fraudulent uses of the Non-Co-Borrowing Facilities as alleged herein.

819. Prior to the consummation of the Co-Borrowing Facilities, each of the Agent Banks conducted extensive due diligence on behalf of themselves and the other Co-Borrowing Lenders. Similarly, the Agent Banks obtained extensive due diligence about the Debtors from the Investment Banks that underwrote one or more securities offerings on behalf of the Debtors.

After each of the Co-Borrowing Facilities closed, the Agent Banks and the other Co-Borrowing Lenders obtained compliance certificates from the Debtors as required by the Co-Borrowing Agreements. Upon information and belief, the Agent Banks were authorized to obtain compliance certificates and other information on behalf of the other Co-Borrowing Lenders as well. Upon information and belief, the Agent Banks were obligated to, and did, transmit to the other Co-Borrowing Lenders compliance certificates and other information about the Co-Borrowing Debtors' borrowings under the Co-Borrowing Facilities and other indebtedness. To the extent that any of the Co-Borrowing Lenders or the NCB Lenders did not know of, or recklessly disregard, the massive fraud at the Debtors, the knowledge and wrongful conduct of the Agent Banks should be imputed to each of the other Co-Borrowing Lenders and the NCB Lenders by virtue of the agency relationship among them.

820. For their part, the Investment Banks earned hundreds of millions of dollars of fees providing structured finance advice to Adelphia and underwriting and marketing Adelphia's securities. In the process, each of the Investment Banks induced purchasers of those securities to rely on various offering materials that were materially misleading.

821. Indeed, at all times during the marketing of Adelphia's securities, each of the Investment Banks either knew, recklessly disregarded, or were intentionally blind to the fact that the offering materials contained material misrepresentations and omissions regarding the business and financial condition of the Debtors, including, without limitation, the extent of the Debtors' leverage. Indeed, none of the offering materials made any disclosure of the extensive fraud the Rigas Family was perpetrating at Adelphia, including the failure to disclose the true amounts outstanding under the Co-Borrowing Facilities. The Investment Banks induced investors to rely on those false and deceptive representations about the Debtors' financial

condition in making their decisions to extend credit to Adelphia and other Debtors by purchasing debt securities.

822. Moreover, many of the Investment Banks had their purportedly independent analysts issue knowingly or recklessly misleading reports on Adelphia's securities to inflate the market value of the Rigas Family's holdings, the bonds issued by Adelphia and its direct and indirect subsidiaries, and the portion of the Debtors' credit facilities that their affiliated Agent Banks were selling in the secondary loan market.

823. Thus, with respect to the wrongful conduct directed at the Debtors and their arms-length creditors, each Investment Bank and its affiliated Agent Bank acted as a single unit. Indeed, many of the Investment Banks and the Agent Banks held themselves out to the Debtors as unitary organizations offering underwriting and related financial advisory services, along with traditional credit banking services.

824. Each of the Co-Borrowing Lenders acted callously and with reckless disregard of the consequences of its inequitable conduct. Each of the Co-Borrowing Lenders intended to syndicate all or a substantial portion of its interest in the Co-Borrowing Facilities to other institutions. By and through the syndication, each of the Co-Borrowing Lenders attempted to eliminate the significant risk of exposure to the continuing fraud being perpetrated by the Rigas Family.

825. Moreover, the Co-Borrowing Lenders assisted the Rigas Family in creating the fraudulent structure of the Co-Borrowing Facilities or ratified this fraudulent structure through their participation in the Co-Borrowing Facilities, and took advantage of the fraudulent structure for their own personal gain.

826. At all relevant times, the Debtors had significant obligations to make principal and interest payments to the holders of public debt securities issued by Adelphia and certain of its direct and indirect subsidiaries. As a holding company, Adelphia relied almost exclusively on the cash flow generated from cable subscribers at its indirect operating subsidiaries to fulfill those payment obligations.

827. Upon information and belief, with the assistance of certain of the Co-Borrowing Lenders, the Rigas Family caused the Debtors to structure each of the Debtors' credit facilities, including the Co-Borrowing Facilities, so that all borrowings would be made by Adelphia's indirect operating subsidiaries, not the parent holding company, Adelphia. In this way, all revenues generated by the Debtors' operations -- revenues that the Debtors' bondholders relied upon for payment of principal and interest -- would first be available to the Debtors' lenders, including Defendants.

828. Because the Rigas Family intended to use the Co-Borrowing Debtors' credit to access billions of dollars from the Co-Borrowing Facilities, and knew that the Co-Borrowing Lenders would only give them such access if an Adelphia-related entity remained liable for amounts used by the Rigas Family, the Rigas Family gave the Co-Borrowing Lenders priority over creditors of Adelphia's indirect holding company subsidiaries for repayment of the obligations fraudulently incurred by the Rigas Family under the Co-Borrowing Facilities by structuring the Co-Borrowing Facilities so that all borrowings occurred at the operating subsidiary level.

829. Each of the Co-Borrowing Lenders knew of the fraudulent manner in which the Rigas Family structured the Co-Borrowing Debtors' participation in the Co-Borrowing

Facilities. Indeed, upon information and belief, in light of Adelphia's significant public debt, the Co-Borrowing Lenders would not have approved the Co-Borrowing Facilities absent the purported priority afforded to them by the fraudulent structuring of such facilities. Each of the Co-Borrowing Lenders approved each of the Co-Borrowing Facilities, and their participation in other Adelphia-related credit facilities, based upon, among other things, the structural priority that the Co-Borrowing Lenders purportedly would have over Adelphia's bondholders for repayment of the loans.

830. Defendants' misconduct similarly has damaged all of the Debtors' arms-length unsecured creditors, who extended credit without knowledge of Defendants' actions and who, unlike Defendants, played no role in damaging the Debtors. Indeed, without the Defendants' inequitable conduct, the Debtors' arms-length unsecured creditors would not have acquired Adelphia's securities or extended credit to the Debtors.

831. If the Co-Borrowing Lenders' claims for payment were allowed, those claims would consume a substantial portion of the value of the Debtors' estates, while the Debtors' arms-length creditors -- who invested pursuant to false and deceptive offering materials -- and other unsecured claims, will receive a substantially smaller distribution.

832. The Investment Banks' involvement in the deceptive marketing of Adelphia's securities and the Co-Borrowing Lenders' consummation of the Co-Borrowing Facilities at a senior level to the interests of the Debtors' arms-length creditors constituted inequitable conduct and reduced those creditors' chances of being repaid in full, or in substantial part, on their claims.

833. The Co-Borrowing Lenders received an unfair advantage over the Debtors' arms-length creditors by virtue of their misconduct. The Co-Borrowing Lenders agreed to

provide the Co-Borrowing Facilities on the condition that the Investment Banks receive lucrative underwriting engagements from Adelphia. The Co-Borrowing Lenders made loans pursuant to the Co-Borrowing Facilities knowing that the Debtors' arms-length creditors would be the first to incur losses from any expected deterioration in the Debtors' value. The Co-Borrowing Lenders' favorable treatment is a result of the inequitable conduct of the Defendants. Therefore, if the Co-Borrowing Lenders' claims are not disallowed or equitably subordinated to those of the Debtors' arms-length creditors, the Co-Borrowing Lenders will be unjustly enriched and the Debtors' arms-length creditors will be financially damaged.

834. There are substantial assets at the Debtors including, but not limited to, equipment, accounts receivable, human resources, contract rights, avoidance actions and derivative actions that could be used to satisfy the claims of unsecured creditors if the Co-Borrowing Lenders' claims are equitably disallowed or subordinated.

835. Equitable subordination of each of the Co-Borrowing Lender's claims is consistent with the Bankruptcy Code.

836. By reason of the foregoing, (a) Plaintiffs are entitled to judgment equitably disallowing the Investment Banks and the Co-Borrowing Lenders' claims in their entirety; or, alternatively, (b) pursuant to Section 510(c) of the Bankruptcy Code, Plaintiffs are entitled to judgment (i) subordinating the Investment Banks and the Co-Borrowing Lenders' claims to the prior payment in full of the claims of unsecured creditors of the Debtors, including, but not limited to any intercompany claims, and (ii) preserving the liens granted under the Co-Borrowing Facilities for the benefit of the Debtors' estates.

THIRTY-FOURTH CLAIM FOR RELIEF

(Recharacterization of Debt as Equity Against the Co-Borrowing Lenders)

837. Plaintiffs reallege paragraphs 1 through 530 as if fully set forth herein.

838. At least $2 billion of the proceeds of the Co-Borrowing Facilities were used by the Rigas Family to finance the purchases of Adelphia's common and preferred stock and to maintain voting control over the Debtors (the "Co-Borrowing Stock Purchases"). Most, if not all, of the Co-Borrowing Stock Purchases were disclosed to the public as equity contributions by the Rigas Family. In economic reality, the Co-Borrowing Stock Purchases were sham transactions because the Rigas Family used the Co-Borrowing Facilities to finance the purchases rather than contributing new capital to the enterprise.

839. At the time of the Co-Borrowing Stock Purchases, the Co-Borrowing Lenders knew or recklessly disregarded the fact that the Debtors were undercapitalized. The Debtors lacked sufficient capital to conduct their businesses and operations in the ordinary course of business.

840. The Co-Borrowing Lenders knew or recklessly disregarded the fact that the Rigas Family was using the proceeds of the Co-Borrowing Facilities for the Co-Borrowing Stock Purchases with the ultimate purpose of maintaining voting control. In connection with these purchases, the Rigas Family would fraudulently record an increase in shareholders' equity on the Debtors' financial statements and a decrease in the amount of the Debtors' indebtedness under the Co-Borrowing Facilities. The indebtedness from such uses of the Co-Borrowing Facilities would be shifted to an RFE, notwithstanding the fact that the Debtors remained liable for all

draw downs under the Co-Borrowing Facilities. The Co-Borrowing Lenders knew of or recklessly disregarded this course of conduct.

841. Because of their consent to the Co-Borrowing Stock Purchases and the misrepresentations to third parties about the economic reality of these transactions, the Co-Borrowing Lenders should be estopped from claiming that the Co-Borrowing Stock Purchases by the Rigas Family were anything other than what the Rigas Family and the Debtors characterized them to be: equity contributions to Adelphia.

842. By virtue of the foregoing, the Court should recharacterize that portion of the Co-Borrowing Facilities used for the purchase of stock as an equity contribution to Adelphia, which portion Plaintiffs believe is at least $2 billion.

THIRTY-FIFTH CLAIM FOR RELIEF

(Recharacterization of Debt as Equity Against the Century-TCI Lenders)

843. Plaintiffs reallege paragraphs 1 through 530 as if fully set forth herein.

844. In October and November 2001, at least $400 million of the proceeds of the Century-TCI Facility were used by the Rigas Family to finance the close of the Rigas Family's purchases of Adelphia's common stock and convertible bonds to maintain voting control over the Debtors (the "Century-TCI Purchases"). Adelphia and the Rigas Family mischaracterized the Century-TCI Purchases in their public disclosures as equity contributions by the Rigas Family. In economic reality, the Century-TCI Purchases were sham transactions because the Rigas Family used the Century-TCI Facility to finance the purchases rather than contributing new capital to the enterprise.

845. At the time of the closing of the Century-TCI Purchases, the Century-TCI Lenders knew or recklessly disregarded the fact that the Debtors were undercapitalized. At that time, the Debtors lacked sufficient capital to conduct their businesses and operations in the ordinary course of business.

846. In connection with the Century-TCI Purchases, in January 2001 the Rigas Family recorded an increase in shareholders' equity on the Debtors' financial statements and a corresponding receivable of equal amount owing to the Debtors from the RFE purchaser of the securities. The Rigas Family at that time intended to close this transaction (i.e., pay the receivable when it came due in October 2001) with co-borrowed funds.

847. In October 2001, however, the Co-Borrowing Facilities had reached their limits, and no liquidity was available to close the transaction. Consequently, the Rigas Family caused the Debtors instead to draw on the liquidity available under the Century-TCI Facility to extinguish the receivable and close the Century-TCI Purchases. Citibank and the other Century-TCI Lenders knew or recklessly disregarded the fact that the Rigas Family was using the proceeds of the Century-TCI Facility for the Century-TCI Purchases.

848. Because of their consent to, and/or role in the facilitation of, the Century-TCI Purchases and the misrepresentations to third parties about the economic reality of these transactions, Citibank and the other Century-TCI Lenders should be estopped from claiming that the Century-TCI Stock Purchases by the Rigas Family were anything other than what the Rigas Family and the Debtors characterized them to be: equity contributions to Adelphia.

849. By virtue of the foregoing, the Court should recharacterize that portion of the Century-TCI Facility used for the purchase of stock as an equity contribution to Adelphia, which portion Plaintiffs believe is at least $400 million.

THIRTY-SIXTH CLAIM FOR RELIEF

(Breach of Fiduciary Duty Against the Agent Banks and the Investment Banks)

850. Plaintiffs reallege paragraphs 1 through 530 as if fully set forth herein.

851. A relationship of trust and confidence existed between the Debtors and each of the Agent Banks and Investment Banks as a result of, among other things, the roles each of the Agent Banks and Investment Banks played in the Debtors' financial affairs as, among other things, the Debtors' lenders, underwriters and financial advisors.

852. As a result, each of the Agent Banks and each of the Investment Banks owed the Debtors fiduciary duties of good faith, fidelity and undivided loyalty.

853. As a result of the conduct alleged herein, each of the Agent Banks breached its fiduciary duties to the Debtors by, among other things, approving participation in each of the Co-Borrowing Facilities and authorizing funding thereunder despite actual or constructive knowledge that: (i) the Co-Borrowing Facilities were fraudulently structured to give the Rigas Family access to billions of dollars on the Debtors' credit (for which the Debtors would remain liable); (ii) the Rigas Family intended to use funds from the Co-Borrowing Facilities for their own purposes with no benefit to the Debtors; and (iii) the Rigas Family was causing Adelphia to fail to disclose the true extent of its liability under the Co-Borrowing Facilities.

854. As a result of the conduct alleged herein, each of the Investment Banks breached its fiduciary duties to the Debtors by, among other things, underwriting Adelphia's securities offerings and failing to fully inform Adelphia's independent Board of Directors despite actual or constructive knowledge that: (i) the Co-Borrowing Facilities were fraudulently structured to give the Rigas Family access to billions of dollars on the Debtors' credit (for which the Debtors would remain liable); (ii) the Rigas Family intended to use funds from the Co-Borrowing Facilities for their own purposes with no benefit to the Debtors; and (iii) the Rigas Family was causing Adelphia to fail to disclose the true extent of its liability under the Co-Borrowing Facilities.

855. In pursuing a fraudulent course of conduct, each member of the Rigas Family and Brown and Mulcahey acted in a manner that was adverse to the interests of the Debtors. However, the Rigas Family, Brown and Mulcahey were not the "sole actors" with respect to the Debtors. Rather, there were independent directors at Adelphia who would have brought the activities of the Rigas Family, Brown and Mulcahey to an abrupt halt had they been properly and timely advised by any of the Agent Banks or the Investment Banks.

856. The conduct of each of the Agent Banks and each of the Investment Banks was wrongful, without justification or excuse and contrary to generally accepted standards of morality. In addition, the acts and omissions of each of the Agent Banks and each of the Investment Banks were committed with actual malice and/or a wanton and willful disregard of the Debtors' rights and, in light of the parties' relationship, represent unconscionable and unjustifiable conduct.

857. Moreover, the conduct of each of the Agent Banks and each of the Investment Banks harmed the public generally because, among other things: (i) public investors and arms-length creditors relied upon Adelphia's public filings, which each of the Agent Banks and each of the Investment Banks knew were inaccurate with respect to Adelphia's liabilities under the Co-Borrowing Facilities; (ii) the offerings underwritten by the Investment Banks involved numerous investors that publicly traded Adelphia's securities shortly after the initial offerings; (iii) Adelphia's public investors and arms-length creditors relied on each of the Agent Banks and each of the Investment Banks to conduct itself prudently and without conflicts of interest; and (iv) each of the Agent Banks and each of the Investment Banks knew that it was advising the members of the Rigas Family, who owed fiduciary duties to Adelphia's shareholders and other public investors. Each of the Agent Banks authorized its participation in, and funding under, the Co-Borrowing Facilities, and each of the Investment Banks participated in underwritings of Adelphia's securities, despite its knowledge or reckless disregard of the wrongful conduct of the Rigas Family.

858. By reason of the foregoing, the Debtors have been damaged in the amount of at least $5 billion, or such other amount to be determined at trial.

THIRTY-SEVENTH CLAIM FOR RELIEF

(Aiding and Abetting Breach of Fiduciary Duty Against the Agent Banks and the Investment Banks)

859. Plaintiffs reallege paragraphs 1 through 530 as if fully set forth herein.

860. Each member of the Rigas Family breached his fiduciary duties to the Debtors as officers and directors of Adelphia by, among other things, causing the Debtors to enter into